

# **Exhibit E**

RELEASE AND CONFIDENTIALITY AGREEMENT

- I. Arcanum Asia Limited (“**Arcanum**”) and/or its affiliate entities have been engaged directly and/or through legal counsel or consultants by The Republic of Kazakhstan (“**Kazakhstan**”), The City of Almaty, Kazakhstan (“**Almaty**”) (collectively the “**Kazakhstan Governmental Authorities**”), and BTA Bank JSC (“**BTA**”) in connection with the recovery of allegedly misappropriated assets.
- II. Arcanum is in the process of seeking to locate, seize and recover billions of US Dollars in worldwide assets of (i) the former head of BTA, Mukhtar Ablyazov, members of his family and entities which they own or control (collectively, the “**Ablyazov Entities**”) and (ii) the former Mayor of Almaty, Victor Khrapunov, members of his family and entities which they own or control (collectively, the “**Khrapunov Entities**”).
- III. Release. Each of Kazakhstan, Almaty, and BTA, for itself, and on behalf of its predecessors, successors, past, present, and future officials and citizens, assigns and successors in interest (collectively, the “**Releasers**”), in exchange for assistance in relation to investigative and asset recovery efforts with respect to the Khrapunov Entities and the Ablyazov Entities, hereby releases and discharges Nicolas Bourg (the “**Witness**”), together with his attorneys, agents, and representatives (collectively, the “**Releasees**,” and collectively with the Releasers, the “**Parties**”), from all known and/or unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses, and punitive damages, of any nature whatsoever, known or unknown, which such Releasers have, or may

have had, against the Releasees, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from this Agreement, the Releasees' previous, current or future contractual obligations and any other matter between the Parties, and/or any other claims under applicable local, federal or ethical rules, regulations, statutes and laws. This release shall not apply under any circumstances or in any way to any of the Khrapunov Entities or Ablyazov Entities.

- IV. Authorized Agent. Arcanum represents that it has been retained by the Kazakhstan Governmental Authorities and BTA directly and/or through legal counsel or consultants to provide investigative and asset recovery efforts with respect to the Khrapunov Entities and the Ablyazov Entities and is authorized by the Kazakhstan Governmental Entities and BTA to enter into this Release and Confidentiality Agreement and to obligate the Kazakhstan Governmental Entities and BTA in accordance with the Release and Confidentiality terms set forth herein.

Upon the execution of this Agreement, each of Kazakhstan, Almaty and BTA confirms to Nicolas Bourg that Arcanum is authorized to act as its agent with respect to the transactions and subject matter of this Agreement.

- V. Confidentiality. The Witness agrees to keep the terms of this Release confidential and not to disclose the terms of this Release to anyone except: (1) to legal and tax advisors as reasonably necessary for their engagement; (2) as may be required by law or pursuant to legal process or subpoena or Court order; and (3) to enforce each Party's respective rights stated in this Agreement in a judicial proceeding. To the extent any Party is requested to disclose this Agreement pursuant to (2) above (except as to tax obligations), the disclosing

party shall provide the non-disclosing parties prompt notice prior to making any disclosure so that the non-disclosing parties may seek an appropriate protective order.

- VI. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- VII. This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws.

**ARCANUM (ASIA) LIMITED**

By: [Signature]  
Name: Rafik A. Barski  
Title: Director  
Date: June 16, 2015

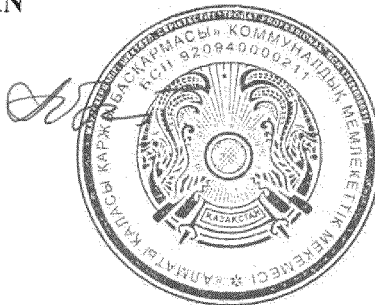
**REPUBLIC OF KAZAKHSTAN**

By: \_\_\_\_\_  
Name: M. Beketajev  
Title: Executive Secretary of the Ministry of Justice  
Date: \_\_\_\_\_



**THE CITY OF ALMATY, KAZAKHSTAN**

By: \_\_\_\_\_  
Name: Adykydyrova  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



BTA BANK JSC

By: \_\_\_\_\_

Name: *N. Nurgabulov*

Title: *Director*

Date: \_\_\_\_\_



\_\_\_\_\_  
NICOLAS BOURG

Date: \_\_\_\_\_

*16-06-2015.*